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### Defendants/Third Party Plaintiffs

**AETNA HEALTH AND LIFE  
INSURANCE COMPANY, ET AL.,  
Third Party Defendants**

**THIRD-PARTY DEFENDANT UNITED AMERICAN  
INSURANCE COMPANY'S FIRST AMENDED ANSWER - Page 1**

to form a belief as to the truth or falsity of Plaintiff's allegations; and 3) Defendants/Third-Party Plaintiffs' Original Answer speaks for itself, but the allegations are so vague and ambiguous that United American lacks sufficient knowledge or information to form a belief as to their truth or falsity.

3. United American states that the allegations in paragraph III are so vague and ambiguous that United American is unable to form a belief as to the truth or falsity of the allegations and therefore denies them.

4. United American states that the allegations in paragraph IV are so vague and ambiguous that United American is unable to form a belief as to the truth or falsity of the allegations and therefore denies them.

5. United American states that the allegations in paragraph V are so vague and ambiguous that United American is unable to form a belief as to the truth or falsity of the allegations and therefore denies them.

6. United American denies that Third-Party Plaintiffs are entitled to any of the relief requested in their prayer.

7. United American denies all allegations not specifically admitted.

#### **AFFIRMATIVE DEFENSES**

8. Plaintiffs' action, for which Defendants/Third-Party Plaintiffs are seeking contribution and indemnity, is not properly maintainable as a class action as the requirements for a class action are not met.

9. Plaintiff's and Defendants/Third-Party Plaintiffs' claims herein fail to state a claim upon which relief can be granted and therefore should be dismissed.

10. Plaintiff's and Defendants/Third-Party Plaintiffs' claims herein are barred by the applicable statutes of limitations and should be dismissed.

11. Plaintiff's and Defendants/Third-Party Plaintiffs' claims herein are barred by the doctrine of waiver and estoppel and should be dismissed.

12. Defendant/Third Party Plaintiffs' claims are barred by the Doctrine of Accord and Satisfaction.

13. Defendant/Third-Party Plaintiffs' claims have been satisfied.

14. Defendant/Third-Party Plaintiffs' claims are subject to and/or barred by the terms of any relevant and applicable contracts or agreements.

15. Any benefit determinations, and any alleged reimbursements, with respect to Plaintiff's or Defendant/Third-Party Plaintiffs' claims for benefits were proper and correct under the terms of the Plan or Plans under which benefits were paid, if any.

16. Any damages allegedly sustained by Defendant/Third-Party Plaintiffs were caused in whole or in part by the culpable conduct of Plaintiff, Third-Party Plaintiffs, or other third parties or instrumentalities over whom United American had no right of control, and, therefore, the amount of any damages otherwise recoverable against United American should be extinguished or reduced in comparative proportion to the culpable conduct of Plaintiff, Defendant/Third-Party Plaintiffs or any other third parties.

17. Defendant/Third-Party Plaintiffs' damages, if any, should be reduced by the amount attributable to Defendant/Third-Party Plaintiffs' failure to mitigate damages.

18. United American pleads such other affirmative defense which cannot be anticipated at this time, but which may become apparent and applicable during the pendency of this lawsuit, by reason of future discovery and by reason of allegations and answers of other

parties. United American specifically reserves the right to amend its answer in order to respond accordingly and to respond to any amended third-party petitions which may be filed.

**PRAYER**

19. United American Insurance Company respectfully requests the following relief:
- (a) that Third-Party Plaintiffs take nothing on their claim against United American;
  - (b) that United American be dismissed with prejudice and awarded its costs of court;
  - (c) that United American have all such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled.

Respectfully submitted,

**LOCKE LIDDELL & SAPP LLP**

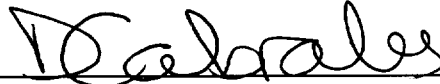


Michael H. Collins (Attorney-in-Charge) *Signed by*  
State Bar No. 04614300 *permission of*  
David G. Cabrales (Of Counsel) *attly in charge*  
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**ATTORNEYS FOR UNITED AMERICAN  
INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of October 2000, a true copy of the foregoing Answer has been forwarded to all counsel of record via certified mail, return receipt requested.

A handwritten signature in black ink, appearing to read "Michael H. Collins", written over a horizontal line.

Michael H. Collins